

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 19, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an Agreement with Bellsouth to provide long distance telephone services to the TDC administrative office.

ITEM BACKGROUND:

TDC approved same at their meeting of April 14, 2004.

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$45,000 per year (Approx)

BUDGETED: Yes X No


COST TO COUNTY: \$45,000 per year (Approx)

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # E7

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Bellsouth

Contract #

Effective Date: 6/8/04

Expiration Date:

Contract Purpose/Description:

Approval of an Agreement with Bellsouth to provide long distance telephone services to the TDC administrative office.

Contract Manager: Maxine Pacini
(Name)

3523

(Ext.)

TDC # 3

(Department/Stop #)

for BOCC meeting on 5/19/04

Agenda Deadline: 5/4/04

CONTRACT COSTS

Approx

Total Dollar Value of Contract: \$ 45,000 p.y Current Year Portion: \$ _____

Budgeted? Yes ☒ No ☐ Account Codes: 115-75035-530340-T45M-230X-530410

Grant: \$

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$____/yr

For:

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/28/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>M. J. [Signature]</i>	4/28/04
Risk Management	4/29/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>B. [Signature]</i>	4/29/04
O.M.B./Purchasing	04/29/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Shirley A. Baker</i>	4-29-04
County Attorney	5/3/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S. Hutton	5/3/04

Comments:

BellSouth® Business Class Family of Services Customized Pricing Arrangement ("CPA") Order Attachment

Account Information:

Company Full Legal Name: Monroe County Board of
County Commissioners
Street: 1201 White Street, Suite 102
City, State, Zip: Key West, FL, 33040
Contract Number: BSLD-0404-132

Contact Information:

Customer Contact Name: Jean Brohaugh
Customer Contact Phone: 305-296-1552
Account Executive: Elena Cordal
Account Executive Phone: 305-569-7292

The Customer identified above (the "Customer") hereby enrolls in the BellSouth® Business Class Family of Services (the "Services"). The rates, discounts and other terms and conditions applicable to the Services are set forth in, and governed by, this CPA, including related Service order forms and/or Term Sheets (as defined below), the BellSouth Business Master Agreement ("BBMA") FL03-F871-00 entered into by BellSouth and Customer, and the following documents, which may be amended by BellSouth Long Distance, Inc. ("BellSouth Long Distance") and/or BellSouth BSE, Inc. ("BSE"), as applicable, from time to time (collectively, the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guides for Services purchased from BellSouth Long Distance which are not subject to tariff and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the BellSouth Long Distance tariffed Services; and (b) the BSE Pricing Guides, state tariffs, and similar documents required by the state regulatory body with jurisdiction over the BSE local Frame Relay Service. The Governing Document applicable to BellSouth Long Distance interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide, and the Governing Document applicable to BSE's interstate Services is the BellSouth BSE, Inc. Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance and BSE's intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided. The BellSouth Long Distance Complex Business Services Interstate Pricing Guide, the BellSouth BSE, Inc. Interstate Pricing Guide, and all of the BellSouth Long Distance and BSE pricing guides are available at <http://www.tariffs.net/bsld/index.mv>. In addition, copies of all the Governing Documents are available during normal business hours, at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346. Each Governing Document is hereby incorporated into this CPA by reference. In the event of a conflict, the following order of precedence shall apply: (i) this CPA; (ii) the applicable Governing Document(s); (iii) Service Order Forms; and (iv) the BBMA.

Customer hereby enrolls for a Term of 3 Years, with the ability to extend for an additional 2 Year Term at the same terms and conditions of this CPA. During the Term of this CPA, Customer hereby agrees that Customer's Minimum Monthly Commitment ("MMC") shall be \$1,000 of Contributory Service charges.

Contributory Service charges for Dedicated Access and Private Line will be calculated after all discounts have been applied. For all other Services, Contributory Service charges will be calculated before the application of any discounts. Contributory Service charges which contribute toward

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Customer Name: Monroe County Tourism Development Council
Quote #: 040300195

Customer's MMC are specifically identified in the applicable Governing Documents.

If, in any month following a three (3) month ramp up period, Customer fails to meet its MMC, Customer agrees to pay the difference between Customer's total Contributory Service charges for such month and the MMC specified above. If Customer cancels this CPA or ceases to use Services to a material extent prior to the expiration of the Term, Customer agrees to pay an amount equal to fifty percent (50%) of the MMC multiplied by the number of months remaining in the Term specified above. These charges are in addition to any other valid and outstanding Service charges which may be due.

This CPA, including the Governing Documents, any related Service order forms and Service promotions, will be governed by the laws of the State of Georgia, without regard to its conflict of law provisions. BellSouth Long Distance or BSE, as applicable, may assign this CPA at any time to a parent, subsidiary, subsidiary of its parent or any of its or its parent's affiliates.

All Services provided hereunder are offered subject to the availability of the service components required.

Should the BellSouth® Long Distance Calling Card be included with this CPA, the following apply:

- The BellSouth® Long Distance Calling Card is not transferable.
- Customer may authorize others to use the BellSouth® Long Distance Calling Card, but Customer remains responsible for all charges incurred by its use.
- If Customer's BellSouth® Long Distance Calling Card is lost or stolen, Customer is responsible for charges incurred by the use of the card until the time Customer notifies BellSouth Long Distance.

Customer hereby (a) enrolls in the following additional Promotions, Plans, Waivers, and/or Dedicated Access Service (b) acknowledges receiving the term sheet ("Term Sheet") for each such Promotion, Plan, and/or Waivers which are attached hereto and are hereby incorporated into this CPA by reference, and (c) agrees to be bound by the terms and conditions contained therein.

• **Customer Benefit Plus Promotion**

Set forth on Attachment A to this CPA is a list of select BellSouth rates that apply to the Services ordered hereunder as of the date of this CPA. Customer acknowledges and agrees that (a) Attachment A contains only a partial list of applicable Service rates; (b) the Governing Documents contain a complete list of the rates and charges that apply to the Services ordered hereunder; and (c) the rates and charges set forth in Attachment A and the Governing Documents may be amended by BellSouth from time to time in accordance with the terms and conditions set forth in the applicable Governing Document(s).

By executing this CPA, Customer grants a Letter of Agency to BellSouth Long Distance to act on Customer's behalf to order access services necessary to connect the Services to Customer. This agency authorization includes, without limitation, the removal, addition to or rearrangement of such access services.

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Customer Name: Monroe County Tourism Development Council
Quote #: 040300195

In order to become effective this CPA must be executed by a duly authorized representative of Customer and delivered to and accepted by an authorized representative of BellSouth Long Distance and/or BSE. This CPA shall be effective on the date accepted by BellSouth and the Term shall commence on the first day of the next calendar month following the earlier to occur of: (1) 90 days after this CPA is signed by the Customer; or (2) the date on which a Service Component ordered hereunder is installed at a Customer location or activated in the case of calling card. For purposes of this CPA, a "Service Component" shall mean a Service port, PVC, private line, dedicated access circuit, packet service line, PIC Change, or activation of calling card. Any modification(s), interlineation(s), addition(s) supplement(s) and/or other change(s) to this CPA by Customer shall render this CPA null and void.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

for
Monroe County Tourism Development Council

Signature: _____
Printed Name: _____
Title: _____
Date: _____

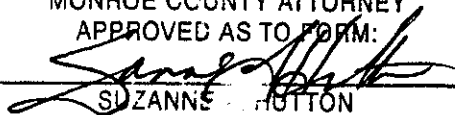
BELLSOUTH

By: _____
Authorized Representative

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/13/04

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Customer Name: Monroe County Tourism Development Council
Quote #: 040300195

ATTACHMENT A

(Partial List of Applicable Service Rates and Charges)

Customer Name: Monroe County Tourism Development Council

Minimum Monthly Commitment: \$ 1,000

Term Length: 3 Years

Voice Service:

Applicable Discounts (Term/Volume & Promotions)

Interstate Switched T/V Discount: 41%

Intrastate T/V Discount: 10%

Toll-Free International T/V Discount: 11%

Interstate Promotion Discount: 8%

Intrastate Promotion Discount: 8%

International Promotion Discount: 8%

Effective Rates per Minute (after all Term/Volume and Promotion Discounts have been applied)

Jurisdiction	Toll-Free	
	Dedicated	Switched
Interstate		\$0.0457
Intrastate		
Florida		\$0.0704
International		
Canada - USA		\$0.1802

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PRIVATE/PROPRIETARY
No disclosure outside BellSouth and customer except by written agreement.

BellSouth® Customer Benefit Plus Promotion Term Sheet

BellSouth® Business Class Family of Services

The customer identified herein (the "Customer") hereby enrolls in the BellSouth® Customer Benefit Plus Promotion (the "Promotion"). Customer represents and warrants that, concurrently with Customer's enrollment in the Promotion, Customer is signing either a new or renewal BellSouth® Business Class Family of Services Agreement (the "Services Agreement"), with a Term of one year or longer, and a MMC of \$100 or more. This Promotion cannot be combined with certain other promotions and cannot be combined with any Customized Pricing Arrangement ("CPA"), unless otherwise stated in the CPA.

Subject to the aforementioned requirements, for Services purchased under this Promotion, Customer will receive the following pricing:

- An additional 8% discount will be applied to intrastate, interstate and international inbound and outbound voice Service usage, including calling card Service usage and surcharges; and
- This discount will be applied after application of the standard term and/or volume discounts.

The intrastate discount component of this Promotion is only applicable in the following states: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

This Promotion is subject to and controlled by the provisions of the Governing Document(s) applicable to the Promotion-eligible Services purchased under the Services Agreement. Any modification(s), interlineation(s), addition(s) supplement(s) and/or other change(s) to this Term Sheet by Customer will render this Term Sheet null and void.

This Promotion is coterminous with and incorporated by reference into the Services Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in the Services Agreement.

To be eligible for this Promotion, Customer must execute the Services Agreement, acknowledging enrollment in this Promotion, no later than June 30, 2004. This Promotion shall apply to eligible Services ordered under the Services Agreement, provided that at least one such eligible service is installed and activated by August 31, 2004.

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